



DOCKET FILE COPY ORIGINAL

U.S. Department of Justice

Federal Bureau of Investigation

Office of the General Counsel

Washington, D.C. 20535
February 26, 2004

RECEIVED

FEB 26 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

By Hand-Delivery

Ms. Marlene H. Dortch
Federal Communications Commission
445 12th Street, S.W.
Room TW-B204
Washington, D.C. 20554

Re: *Petition to Adopt Conditions to Authorization and Licenses In re Applications of Matter of Globalstar, L.P and L/Q Licensee, Inc., Transferor/Assignor, and New Operating Globalstar LLC, Transferee/Assignee, IB Docket No. 04-4; File Nos. SAT-ASG-20031219-00361, SES-T/C-20031223-01870, SES-T/C-20031213-01871, SES-T/C-20031223-01872, ITC-T/C-20031223-00569/70/71, SAT-AMD-200319-00362, and SES-AMD-20031223-01873.*

Dear Ms. Dortch:

Transmitted herewith, on behalf of the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), and with the concurrence of the United States Department of Defense ("DOD")(collectively referred to as "the Executive Agencies"), are an original and four (4) copies of the "Petition to Adopt Conditions to Authorizations and Licenses", and its attachments, in the above-referenced matter. Please accept this Petition and be advised that the Executive Agencies have no objection to the FCC granting the relief requested in the application filed in the above-referenced matter, provided that the Commission conditions the grant of the requested relief on compliance by Thermo Capital Partners, L.L.C. and its affiliates, Thermo Satellite LP, Thermo Investments L.P., and Thermo Development, Inc., New Operating Globalstar LLC, Globalstar USA, LLC, and Globalstar Corporation, with the commitments set forth in the Assumption Agreement and agreed to by the Applicants and the Executive Agencies.

Sincerely,

Myla R. Saldivar-Trotter
Office of the General Counsel
935 Pennsylvania Ave., N.W., Room 7877
Washington, D.C. 20535
(202) 324-1730

No. of Copies rec'd 014
List ABCDE

Attachments

cc: Qualex International

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

RECEIVED

FEB 26 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of:)	
)	
GLOBALSTAR, L.P., and)	IB Docket No. 04-4
L/Q LICENSEE, INC.,)	
)	File Nos.:
Transferor/Assignor, and,)	SAT-ASG-20031219-00361
)	SES-T/C-20031223-01870
NEW OPERATING GLOBALSTAR LLC,)	SES-T/C-20031213-01871
)	SES-T/C-20031223-01872
Transferee/Assignee.)	ITC-T/C-20031223-00569/70/71
)	SAT-AMD-200319-00362
)	SES-AMD-20031223-01873

To: Chief, International Bureau

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

The United States Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), with the concurrence of the United States Department of Defense ("DOD") (collectively, the "Executive Agencies"), respectfully submit this Petition to Adopt Conditions to Authorizations and Licenses ("Petition"), pursuant to Section 1.41 of the Federal Communications Commission's ("FCC" or "Commission") rules.¹

Through this Petition, the Executive Agencies hereby advise the Commission that they have no objection to the Commission granting the relief requested in the applications filed in the above-referenced matter (the "requested relief"), provided that the Commission conditions the grant of the requested relief on compliance by Thermo Capital Partners, L.L.C., on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P., and Thermo

¹ 47 C.F.R. § 1.41 (2003).

Development, Inc. (“Thermo”), New Operating Globalstar LLC (“New Globalstar”), Globalstar USA, LLC (“GUSA”), and Globalstar Corporation, with the commitments set forth in the Assumption Agreement by and among Thermo, New Globalstar, GUSA, Globalstar Corporation, and the Executive Agencies dated February 23, 2004 (the “Assumption Agreement”), a copy of which is attached hereto as Exhibit A.

On December 2, 2004, the U.S. Bankruptcy Court for the District of Delaware entered an order approving the sale of substantially all of the assets of Globalstar, L.P., Debtor-in-Possession, to Thermo. Shortly thereafter, Globalstar, L.P. contributed certain of those assets to New Globalstar, an entity controlled by Thermo which ultimately will own 81.25 percent of New Globalstar’s membership shares. On December 19, 2003, the applications for Commission approval of the transaction were filed in the above-referenced case. Upon the Commission’s consent to the assignment and transfer of the licenses and authorizations necessary for operation of the Globalstar mobile satellite system (the “Globalstar System”), the remainder of the assets will be transferred to New Globalstar, and Thermo or its affiliates will control the licenses and authorizations within the meaning of the Communications Act of 1934, as amended, and the regulations adopted thereunder.

As the Commission is aware, the Executive Agencies have taken the position that their ability to satisfy their obligations to protect the national security, enforce the laws, and preserve the safety of the public could be impaired by transactions in which foreign entities will own or operate a part of the U.S. telecommunications system, or in which foreign-located facilities will be used to provide domestic telecommunications services to U.S. customers. Because the Globalstar System uses facilities located outside the United States to provide domestic telecommunications services to U.S. customers, the Executive Agencies have entered into a

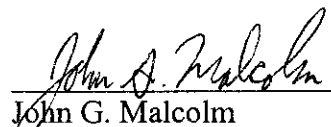
series of agreements with Globalstar, L.P., GUSA, and Globalstar Corporation, among others. These include the Amendment and Non-Objection Agreement entered into as of August 8, 2002, the Globalstar Agreement entered into on June 18, 1999, the Transition Agreement entered into on December 1, 1999, and the Globalstar USA, Inc. Implementation Plan dated December 1, 1999 but effective on January 19, 2000 (collectively the "Globalstar Agreements").

After discussions among representatives of Thermo, GUSA, New Globalstar, and Globalstar Corporation in connection with the proposed transaction, they have agreed to assume all of the rights and obligations and to abide by all of the terms and conditions of the Globalstar Agreements, and to ensure the continued faithful execution of the Globalstar Agreements by GUSA and any successor-in-interest to GUSA. The Executive Agencies have concluded that those commitments are adequate to ensure that the Executive Agencies and other entities with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed in a legal, secure, and confidential manner to satisfy these responsibilities.

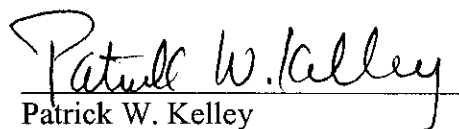
Accordingly, the DOJ and FBI, with the concurrence of the DOD, hereby advise the Commission that they have no objection to the Commission granting the requested relief, provided that the Commission conditions its consent on compliance by Thermo, New Globalstar, GUSA, and Globalstar Corporation, with the commitments set forth in the Assumption Agreement.

The Executive Agencies are authorized to state that Globalstar, L.P., L/Q Licensee, Inc., and New Globalstar do not object to the grant of this Petition.

Respectfully submitted,



John G. Malcolm
Deputy Assistant Attorney General
Criminal Division
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
(202) 616-3928



Patrick W. Kelley
Deputy General Counsel
Federal Bureau of Investigation
935 Pennsylvania Avenue, N.W.
Washington, D.C. 20532
(202) 324-6829

February 15, 2004

CERTIFICATE OF SERVICE

I, Myla R. Saldivar-Trotter, Federal Bureau of Investigation, hereby certify that I have on this 26th day of February, 2004, caused to be served true and correct copies of the foregoing **“Petition to Adopt Conditions to Authorizations and Licenses”** and attached **“Assumption Agreement”**, upon the following persons via electronic mail delivery (as indicated by *) or First-Class, United States Mail, postage prepaid:

Donald Abelson*
International Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
E-mail: donald.abelson@fcc.gov

Thomas S. Tycz*
International Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
E-mail: thomas.tycz@fcc.gov

James L. Ball*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: james.ball@fcc.gov

Howard Griboff*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: howard.griboff@fcc.gov

Francis Gutierrez*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: francis.gutierrez@fcc.gov

Breck J. Blalock*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: breck.blalock@fcc.gov

Susan O’Connell*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: susan.o’connell@fcc.gov

JoAnn Lucanik*
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: joann.lucanik@fcc.gov

Neil Dellar*
Office of the General Counsel
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554
E-mail: neil.dellar@fcc.gov

Ron Bible
1600 Ala Moana Boulevard
#3508
Honolulu, HI 96815-1407

R. Michael Senkowski
Wiley Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006


Myla R. Saldivar-Trotter

ASSUMPTION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this ___ day of February, 2004, by and among (i) New Operating Globalstar LLC, a Delaware limited liability company and the purchaser of the Assets of Globalstar, L.P. ("GLP") as described herein ("New Globalstar"); (ii) Globalstar USA, LLC, a Delaware limited liability company and an indirect, wholly-owned subsidiary of New Globalstar ("GUSA"); (iii) Globalstar Corporation, a Delaware corporation and the sole member of GUSA; (iv) Thermo Capital Partners, L.L.C., a Colorado limited liability company, on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P. and Thermo Development, Inc. ("Thermo" or "Buyer"); (v) the United States Department of Defense ("DoD"); (vi) the United States Department of Justice ("DoJ"); and (vii) the Federal Bureau of Investigation ("FBI"). New Globalstar, GUSA and Globalstar Corporation are collectively referred to herein as the "Globalstar Entities." The DoD, DoJ and FBI are collectively referred to herein as the "Government Entities." The Globalstar Entities, the Buyer and the Government Entities are collectively referred to herein as the "Parties."

WHEREAS, pursuant to an *Amendment and Non-objection Agreement* entered into as of August 8, 2002, by and among the Government Entities, Globalstar, L.P. ("GLP"), GUSA and Globalstar Corporation (the "Prior Globalstar Entities") and Vodafone Group Plc and Vodafone Americas, Inc. (the "Vodafone Entities"), the Prior Globalstar Entities succeeded to the rights and responsibilities of the Vodafone Entities under (1) the Globalstar Agreement ("Globalstar Agreement") entered into on June 18, 1999 between the Government Entities and the Vodafone entities; (2) the Transition Agreement (the "GUSA Transition Agreement") entered into on December 1, 1999 between the Government Entities, GUSA and Vodafone Group Plc, and (3) the Globalstar USA, Inc. Implementation Plan (the "GUSA Implementation Plan") dated December 1, 1999, but effective on January 18, 2000, and entered into between the Government Entities, GUSA and Vodafone Group Plc (collectively the "Globalstar Agreements"); and

WHEREAS, the lawful Electronic Surveillance capabilities contemplated by the Globalstar Agreements have been implemented and are functioning properly for all GLP Domestic Telecommunications provided by GUSA; and

WHEREAS, on December 2, 2003, the U.S. Bankruptcy Court for the District of Delaware entered an order approving the sale (the "Sale") of substantially all of GLP's assets (the "Assets") to the Buyer pursuant to Section 363 of the U.S. Bankruptcy Code; and

WHEREAS, among the Assets are all of the shares of Globalstar Corporation and its membership interest in GUSA; and

WHEREAS, on December 5, 2003, GLP, the Buyer and the Official Committee

of Creditors of GLP entered into an Asset Contribution Agreement ("ACA") and associated agreements implementing the Sale; and

WHEREAS, at the ACA's Contribution Date of December 5, 2003, GLP contributed the Assets to New Globalstar in which GLP holds a 92.4 percent membership interest; and

WHEREAS, at the ACA's Interest Acquisition Date, which will occur following the Federal Communications Commission's ("FCC") consent to the assignment and transfer of certain FCC licenses necessary for operation of the Globalstar Entities' satellite telecommunications system (the "Globalstar System," as set forth in the definition of "Globalstar" in the Globalstar Agreement), the Buyer will own 81.25 percent of the membership shares of New Globalstar and will control the licenses for the Globalstar System within the meaning of the Communications Act of 1934, as amended, and the regulations adopted thereunder; and

WHEREAS, New Globalstar and the Buyer desire to secure the consent of the Government Entities to the assumption by the Buyer of responsibility to operate and maintain lawful Electronic Surveillance capability and to protect from unauthorized disclosure the contents of Wire or Electronic Communications pursuant to the Globalstar Agreements.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and intending to be legally bound, the Parties agree as follows:

1. Assumption of Rights and Obligations. By execution of this Agreement, the Buyer and the Globalstar Entities, jointly and severally, become successors in interest to the Prior Globalstar Entities under the Globalstar Agreements, and shall, on behalf of themselves, their parent and subsidiary companies, and any affiliated company of which they have effective management or voting control, assume all the rights and obligations of the Prior Globalstar Entities, abide by all terms and conditions of each of the Globalstar Agreements, and ensure the continued faithful execution of the Globalstar Agreements by GUSA and any successor-in-interest to GUSA.
2. Non-Objection. Following execution of this Agreement, Thermo shall provide a fully executed copy of this Agreement to the FCC which shall serve as notice to the FCC that none of the Government Entities objects to consummation of the Sale of GLP's Assets. For the avoidance of doubt, the non-objection applies only to the subject matter of the Globalstar Agreements and does not apply to any other matter, such as a Hart-Scott-Rodino review, within the jurisdiction of any of the Government Entities.

3. Effective Date of Buyer's Rights and Obligations. This Agreement will become effective, as to the Buyer, upon the occurrence of the Interest Acquisition Date pursuant to the terms and conditions of the ACA.

4. Miscellaneous.

4.1. Definitions. Unless expressly defined otherwise herein or in the ACA, capitalized terms used in this Agreement shall have the meaning ascribed to them in the Globalstar Agreement, GUSA Transition Agreement, GUSA Implementation Plan, or Amendment and Non-objection Agreement, as applicable.

4.2. Right to Make and Perform Agreement. The Buyer and the Globalstar Entities, jointly and severally, represent that they have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of the Buyer and the Globalstar Entities enforceable in accordance with its terms.

4.3. Forum Selection. A civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

4.4. Severability. The provisions of this Agreement shall be severable and if any provision of this Agreement or its application under any circumstance is held to be unenforceable by a U.S. court of competent jurisdiction, then the invalidity of such specific provision shall not be held to invalidate any other provision herein or the application of any provision herein and such other provision shall remain in force and effect.

4.5. Assignment; Binding Effect. No party hereto may assign any right, remedy, obligation or liability arising hereunder without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4.6. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (with receipt confirmed), the next business day if sent by overnight mail or on the third business day after posting thereof by certified United States mail, return receipt requested, prepaid and addressed as follows (or at such other addresses as the Parties may designate by notice in the manner aforesaid):

If to the Government Entities:

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Department of Defense
General Counsel
1600 Defense Pentagon
Washington, DC 20301

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Avenue, N.W.
Washington, DC 20535

If to the Globalstar Entities and New Globalstar:

Globalstar, L.P.
3100 Zanker Road
San Jose, California 95134
Attn: William F. Adler, Esq.
Fax No.: (408) 933-4950

Globalstar USA, LLC
3110 Zanker Road
San Jose, California 95134
Attn: Mary Beth Mayo, Esq.
Fax No. (408) 933-_____

Globalstar Corporation
3110 Zanker Road
San Jose, California 95134
Attn: William F. Adler, Esq.
Fax No. (408) 933-4950

New Operating Globalstar LLC
3110 Zanker Road
San Jose, CA 95134
Attn: William F. Adler, Esq.
Fax No. (408) 933-4950

If to Thermo:

Thermo Capital Partners, L.L.C.
644 Governor Nichols Street
New Orleans, LA 70116
Attn: James Monroe III
Fax No.: (504)-585-1393

With a copy to:

Thomas Gutierrez
Lukas Nace Gutierrez & Sachs, Chartered
1111 - 19th Street, N.W.
Washington, DC 20036
Fax: (202) 857-5747

4.7. No Waiver. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No single or partial exercise of any right, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

4.8. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

4.9. Modification. If at any time either the DoJ, FBI or DoD determines, in its sole discretion, that the Globalstar Agreements are inadequate to address national security, law enforcement or public safety concerns, the Globalstar Entities and the Buyer shall negotiate promptly and in good faith modifications to the Globalstar Agreements that adequately address those concerns. In the event that the Parties are unable to agree on such modifications, the DoJ, FBI or DoD reserves the right to request that the FCC further modify, condition, revoke, cancel or render null and void any license, permit, or other authorization granted by the FCC to the Buyer or any of the Globalstar Entities, or to seek any other appropriate relief.

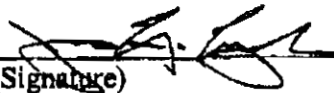
4.10. Amendments. This Agreement may be amended only in a written document signed by all of the Parties.

4.11. Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

4.12. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior oral and written agreements and understandings among the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

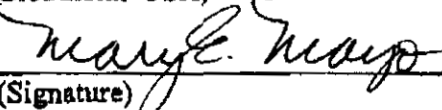
Thermo Capital Partners, L.L.C.


(Signature)

James F. Lynch
(Printed name)

Manager
(Title)

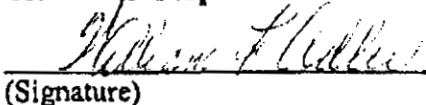
Globalstar USA, LLC


(Signature)

MARY E. MAYO
(Printed name)

Secretary
(Title)

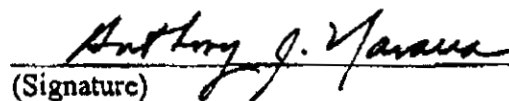
Globalstar Corporation


(Signature)

WILLIAM F. GOER
(Printed name)

SECRETARY
(Title)

New Operating Globalstar LLC

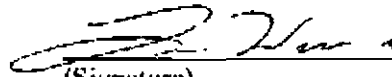

(Signature)

ANTHONY J. NAVARRA
(Printed name)

PRESIDENT

(Title)

United States Department of Defense


(Signature)

LINTON WELLS II
(Printed name)

PRINCIPAL Deputy ASD (AII)
(Title)

United States Department of Justice

(Signature)

(Printed name)

(Title)

Federal Bureau of Investigation

(Signature)

(Printed name)

(Title)

(Title)

United States Department of Defense

(Signature)

(Printed name)

(Title)

United States Department of Justice

John G. Malcolm

(Signature)

John G. Malcolm

(Printed name)

Deputy Assistant Attorney General

(Title)

Federal Bureau of Investigation

Patrick W. Kelley

(Signature)

Patrick W. Kelley

(Printed name)

Deputy General Counsel

(Title)